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June 20, 2008

BY ELECTRONIC MAIL

The Honorable Leonard P. Stark
United States District Court
844 North King Street
Room 4209
Lock Box 18
Wilmington, DE 19801

Re: *Warren, et al. v. New Castle County*
C.A. No. 07-725 SLR-LPS

Dear Judge Stark:

I am pleased to report that the parties have executed a memorandum of understanding setting in place the framework for the possible settlement of this case. To briefly summarize, the settlement as contemplated involves Toll Bros., Inc. ("Toll") potentially developing a different parcel of land in lieu of the parcels which are the subject of this litigation. The settlement as contemplated will require the enactment of certain enabling legislation by New Castle County ("County") which would allow Toll to transfer development rights ("TDRs") from the parcels involved in this litigation to a new parcel which will be serviced by sewer under the County's current southern sewer service plan. If the settlement as contemplated can be accomplished, the parcels that are at issue in this case and currently have development applications pending will be preserved for primarily agricultural uses.

The settlement contemplated by the parties involves a number of factors outside the parties' control and therefore additional time is required by the parties to determine if it is feasible. Toll will require time to conduct investigations of the new land to determine its suitability for development, negotiate new agreements with the owners of the Port Penn Properties for the purchase of TDRs instead of the land itself and negotiate agreements with third parties for the purchase of the new parcel of land. The County will also need time to consider enacting enabling legislation. To allow the parties time to investigate the feasibility of the contemplated settlement, attempt to satisfy the contingencies and to prepare and execute a formal settlement agreement, the parties jointly request that the Court hold this case in abeyance for a period of four (4) months.

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We thank the Court for consideration of this request.

Respectfully submitted,

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

A handwritten signature in black ink, appearing to read "Marc Kaplin", is written over the printed name.

Marc B. Kaplin

MBK:cjw

cc: Jeffrey M. Weiner, Esquire (by electronic delivery)
Max B. Walton, Esquire (by electronic delivery)
Gregg E. Wilson, Esquire (by regular mail)